

BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)
)
C&L PETROLEUM COMPANY/ DEBORAH)
CRAWLEY)
)
-vs-)
ILLINOIS BELL TELEPHONE)
COMPANY (AMERITECH ILLINOIS))
) No. 00-0031
Complaint as to wrongful)
charges to Complainant's)
account in Chicago, Illinois.)

Chicago, Illinois

July 6, 2000

Met pursuant to notice at 10:00 a.m.

BEFORE :

Ms. Eve Moran, Administrative Law Judge.

APPEARANCES:

MS. HELEN CRAWLEY
P.O. Box 495916
Chicago, Illinois 60649
Appearing for C&L Petroleum;

MR. MARK KERBER and MS. MARY BETH JORGENSEN,
225 West Randolph Street, HQ 29 -B
Chicago, Illinois 60606
Appearing for Illinois Bell Telephone
Company (Ameritech Illinois).

SULLIVAN REPORTING COMPANY, by
Christine L. Kowalski, RPR, CSR

1	I N D E X				
2	Witnesses:	Direct	Cross	Re-direct	Re-cross By Examiner
3	HELEN CRAWLEY		58		9

4
5
6

7	E X H I B I T S		
8	Complainant's	For Identification	In Evidence

9	No. 1.0	53
10	No. 2.0	55
11	No. 3.0	55
12	No. 4.0	55
13	No. 5.0	55
14	No. 6.0	55
15	No. 7.0	55
16	No. 8.0	55
17	No. 9.0	55
18	No. 10.0	55
19	No. 11.0	55
20	No. 12.0	58

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22

1 JUDGE MORAN: Pursuant to the direction of the
2 Illinois Commerce Commission, I call Docket
3 No. 00-0031. This is a complaint by C&L Petroleum
4 Company/Deborah Crawley against Illinois Bell
5 Telephone Company, also known as Ameritech Illinois,
6 as to wrongful charges to Complainant's account in
7 Chicago, Illinois.

8 May I have the appearances for the
9 record, please.

10 Ms. Crawley, could you state your name
11 and --

12 MS. HELEN CRAWLEY: I'm Helen Crawley, president
13 of C&L Petroleum.

14 JUDGE MORAN: And your address and telephone
15 number?

16 MS. HELEN CRAWLEY: Area code (773) 768-0026. We
17 are located -- physically we're located at 10115
18 South Torrence Avenue, Chicago, Illinois 60617.

19 We get all of our mail in a P.O. Box
20 here. Our P.O. Box is 495916, Chicago, Illinois
21 60649. That's where all of our correspondence comes
22 to.

1 JUDGE MORAN: Okay. And for Illinois Bell?

2 MR. KERBER: On behalf of the Respondent,

3 Ameritech Illinois, Mark Kerber and Mary Beth

4 Jorgensen both of 225 West Randolph, HQ 29 -B,

5 Chicago 60606.

6 JUDGE MORAN: And who will be testifying today?

7 Ms. Crawley, you will be testifying?

8 MS. HELEN CRAWLEY: Yes, yes.

9 JUDGE MORAN: And for Illinois Bell?

10 MS. FELECIA MORELON: Felecia Morelon, 225 West

11 Randolph, Headquarters 23 -B, as in Betty, Chicago,

12 Illinois.

13 JUDGE MORAN: Okay. I'm going to swear in both

14 witnesses at this time.

15 (Witnesses sworn.)

16 JUDGE MORAN: And how are we going to proceed?

17 Who wants to present their direct first?

18 Will that be you, Mrs. Crawley?

19 MS. HELEN CRAWLEY: I'm not quite ready.

20 JUDGE MORAN: Okay.

21 MS. HELEN CRAWLEY: I need a moment.

22 JUDGE MORAN: Why don't you take a minute.

1 MS. HELEN CRAWLEY: Yes. I'm going to pull some
2 things together here.

3 JUDGE MORAN: Why don't we take a five-minute
4 break.

5 (A brief recess was taken.)

6 JUDGE MORAN: Ms. Crawley, are you ready?

7 MS. HELEN CRAWLEY: Yes.

8 JUDGE MORAN: Okay. We'll go back on the record.

9 HELEN CRAWLEY,
10 called as a witness herein, having been first duly
11 sworn, was examined and testified as follows:

12 EXAMINATION

13 BY

14 JUDGE MORAN:

15 Q. And Ms. Crawley, are you the president of
16 C&L Petroleum Company?

17 A. Yes.

18 Q. And who is Deborah Crawley?

19 A. She's my daughter. She works with me.

20 Q. Okay. So she's also an employee at the
21 company?

22 A. Right.

1 Q. Great. Thank you. And you can proceed with
2 telling us about your complaint.

3 A. Okay. I'm going to attempt -- I'm a person
4 that has a tendency to repeat myself and struggle
5 with words and talk fast and rattle and all that
6 stuff. That's a nature of mine.

7 But I'm going to attempt to -- to try and
8 give you an overall picture of -- first of all,
9 what's taken place.

10 Q. Okay.

11 A. We was slammed. We was -- we was charged
12 for telephone bills that -- that -- one, was that
13 belonged by (sic) a slam company that we did not
14 give authorization to bill us. We -- at the time,
15 we had AT&T long-distance service.

16 Q. Right.

17 A. We paid -- we paid directly to AT&T for our
18 long-distance service and had Ameritech -- Illinois
19 Bell -- our local service.

20 And the company that had slammed us used
21 AT&T, okay? During that time there, I had some
22 workers that were working with my company. They was

1 what they called -- what the State of Illinois
2 called earn fare (phonetic) workers, okay -- a young
3 lady in there working with me in the office, a temp.

4 Now, during that time also, I had another
5 young lady -- a man in there working with me doing
6 my account payables and bills and things like that.
7 I was extremely busy. Deborah wasn't with the
8 company at that time, she was out.

9 We were extremely busy, and what I did, I
10 just paid bills. And at a point then I realized, my
11 God, why is my telephone bill so high? You know,
12 why is my bill so high? Wait a minute this is
13 outrageous here. And I began to look at that. As a
14 small person with limited staff, we -- it's hard for
15 us to -- we don't have the proper staff to manage
16 day-to-day operation like they supposed to and
17 manage our bank statements, records, and things like
18 that.

19 So what taken place (sic) that I looked
20 at it and I called Ameritech and I questioned them
21 about it and we began to go back and forth. I think
22 when it started -- they started cutting my phone

1 off. They cut my phone off. Why are you cutting my
2 phone off? First of all, this bill is too high.
3 What is this?

4 So we got together with Ameritech --
5 AT&T, and AT&T confirmed and verified that I had
6 service with them directly and this other company,
7 we don't know who gave them authorization to do
8 that.

9 So finalize, (sic) Ameritech said, Okay.
10 Then we're going to reverse the charges for you.
11 Really -- it was '96, last of '96 and '97. First of
12 '97, they still came -- when Ameritech and myself --
13 and, I mean, it was a lot of time. We spent days
14 after days, weeks after weeks, on this thing.
15 Phone -- constantly cutting off my business,
16 interrupting my business operation.

17 So we got together. Ameritech asked --
18 AT&T got involved, they said no. So we got together
19 and they said, We'll reverse the charges.

20 Q. Now, who said that they were going to
21 reverse the charges?

22 A. Ameritech.

1 Q. Okay.

2 A. Going to reverse all the charges, because we
3 had proven that one, that we did not authorize this
4 service.

5 Q. Okay.

6 A. Second, we were using -- we were paying AT&T
7 directly for our long-distance service, okay.

8 So what taken place or -- we saw that it
9 was a fraudulent situation that had taken place and
10 they were going to reverse the charge. That was
11 in '9- -- the first part of '97.

12 The bill during that time -- I think it
13 was -- '97 had accrued (sic) -- accrued to -- first
14 part of '97 -- it was like \$4,668.48 as of January
15 the 4th, 1997.

16 Q. Okay. Was it --

17 A. That was the total bill for Jan- --

18 Q. January 4th, 1997?

19 A. 1997.

20 Q. Give me that total.

21 A. What was on my bill? It was showing
22 \$4,668.48. That bill was due for February -- it was

1 due February the 3rd, 1997.

2 Q. Okay.

3 A. Now, although in 1997 -- January of 1997,
4 that was due -- can't see with my glasses off and
5 can't see with them on, that's a shame -- it was
6 due -- that's what's due, okay?

7 Q. Okay.

8 A. Now what happened, they had said that we're
9 going to reverse the charges; but what they did --
10 they were going to reverse the credit (sic), they
11 were going to erase them charges (sic) from the --
12 reverse them charges -- but what they did, they did
13 not reverse the charges at that time.

14 Q. Okay. So --

15 A. That was in -- that was in -- that was in
16 January of '97. They, over the phone, verbally
17 commitment -- verbally talked over the phone --
18 they're going to reverse the charges. January and
19 February of that year -- it was January and February
20 of that year.

21 Q. So they were going to give you a credit?

22 A. They going to (sic) take all those slam

1 charges off.

2 Q. Okay. And what was the amount of the slam
3 charges? Was it this four --

4 A. That was as of January the -- that was as of
5 January -- as of January the -- I say January the
6 4th, 1997.

7 Q. 1997?

8 A. Okay? Then as of February the 4th, 1997,
9 the charges was 4,679.17. Now, that was -- let me
10 see the February bill to see what -- did we pay --
11 this is '97.

12 Okay, as of February of '97, they got a
13 total amount due 4,679.17, okay? And that was
14 February. Did they -- yeah, they credit (sic) that.
15 That was February of '97, okay.

16 And we had a current charge of -- 487.28
17 was included in that bill. A current charge of --
18 that they had put in there for February 10.

19 Q. Okay. Let's go through the February bill.

20 A. Okay.

21 Q. You had -- how much was the February bill?

22 A. They had \$4,679.17.

1 Q. Okay.

2 A. Okay.

3 Q. So did that bill include any credit?

4 A. Yeah. Well, they got -- that's 4,679.17.

5 Q. Yes.

6 A. That was the total amount due as of February

7 the 4th, '97.

8 Q. Okay.

9 A. Let me show you. Here (indicating),

10 February the 4th, '97.

11 Q. And you said that it included a current

12 charge of --

13 A. 487.28.

14 Q. So --

15 A. Now, we was told by Ameritech --

16 Q. Okay.

17 A. -- people, out of that 487.28, to pay --

18 that it was 221.03, the current -- Ameritech current

19 charges; and there was a total of -- I think it was

20 221.03, plus there's some other Sprint charges and

21 operator charges. I think they came to about

22 \$11.00. They told us to pay that.

1 Q. Okay. So, in February you were told not to
2 pay this bill?

3 A. Not this 487.28.

4 Q. Okay.

5 A. Okay? We should have paid only 221.03,
6 plus -- they said -- plus the -- it was 251.00 out
7 of that 4 -- let me see. Out of that 487.28 --

8 Q. Yeah.

9 A. -- that was -- \$251.00 was AT&T that -- AT&T
10 charges that --

11 Q. Okay.

12 A. -- whatever --

13 Q. All right.

14 A. -- still in there, okay?

15 Q. Okay.

16 A. That long -- what they call it?

17 Q. Long distance?

18 A. Right.

19 -- is still there in the part of that.

20 That was in February of '97. April of '97, they
21 also instructed us to pay a total of 279.43. That
22 bill was -- I think I gave you all that -- then the

1 bill was \$4,894.77. I'm off balance here. I'm off
2 track, what I want to say.

3 What taken place was that they was
4 supposed to have reversed all these charges and --
5 in the first part of '97. They said, Okay, we
6 decided to reverse the --

7 Q. Okay, wait. How much were they going to
8 reverse or credit to you?

9 A. The total -- total slam bill -- the total --
10 it was a total of about \$2200 they was going to
11 reverse in total.

12 Q. Okay.

13 A. I mean, you jumping here -- I'm jumping --
14 you jump here.

15 Q. Okay.

16 A. But they let those -- they was going to --
17 what they did, they did not reverse nothing off.
18 They let it stay on -- they let -- it stayed on my
19 bill the whole year of '97.

20 Q. Okay.

21 A. You know, the whole year of '97. As of
22 January of '98 -- in 1998 -- because during that

1 period, the whole year of February (sic), our phone
2 was constantly cutting off this (sic) -- for this
3 long-distance bill, although they agreed to take it
4 off, okay?

5 Q. Okay.

6 A. The slam charges off. And even in -- in May
7 of 1997, they went and found 798 -- \$789.22 that --
8 money that we paid out of our pocket, okay?

9 Q. Okay.

10 A. They said, We going to give that money back
11 to you, okay? But you paid that on slam phones
12 (sic) bill. That's your money. We're going to take
13 that money and use it for your telephone bills.

14 Q. Okay.

15 A. You can use that as a credit for your phone
16 bill.

17 Q. All right.

18 A. Okay? Let -- now still, they never took off
19 that -- those thousands of dollars. As of January
20 of '98, you can see the bill was \$6,021.58 here
21 due (sic). It was still on there, all those
22 charges. And why my phone was constantly -- people

1 -- new people -- new representatives was coming and
2 they was cutting my phone off because of this 4 and
3 5, \$6,000 bills.

4 Q. Uh-huh.

5 A. I said, No, they said they was going to take
6 it off. Now what they did do in May of '98, the
7 cash money -- the cash money of \$789.22, that
8 they -- May of '97 -- here (indicating) -- it was
9 so -- May of -- this is June of '97. Where is May
10 of '97? Garbage paper, I hate that. I should have
11 another plain copy here.

12 What they did -- I got a copy for you.
13 May -- May of '97 -- I've got it here. Why don't
14 you just look at this. This is a garbage piece of
15 paper, I should have another plain copy.

16 That was May of '97, and what they did in
17 May of '97, they gave me 700 -- \$789.22 credit, and
18 they said, This is going to pay for your April --
19 your April -- because we behind on the April bill,
20 we called them; and they said, Well, we're going to
21 take that -- use for April, May, and June bill,
22 whatever credit, we're going to take that. That's

1 your cash money that you paid in, we're going to
2 give it back to you, okay? Now -- although them
3 long-distance (sic) phone calls on there.

4 So in January -- was it '98? That was
5 February. On February the 4th -- February the 4th,
6 1998, you see here (indicating), the bill's still
7 there. What they did, they only reversed -- what
8 they did, they reversed \$4,098.00 was a credit
9 finally off my phone, because we were screaming and
10 hollering, Why you all keep cutting my phone bill
11 off with these slam calls still on my bill? You all
12 leaving them up there, you know?

13 Q. Uh-huh.

14 A. Why it's there (sic)? And so they reversed
15 that off. And we said, No. We started screaming
16 and hollering because -- I said, You didn't reverse
17 enough off. There's \$1038.00 more you should
18 reverse off, okay?

19 Q. Uh-huh.

20 A. And they said, Okay. They went out -- and
21 that was in '98. The lady went out -- her name
22 is -- I think her name is Victor -- I mean, Vickie.

1 There was a young lady Karen -- her name is Karen
2 Slogan -- Solicki -- Soslicki -- whatever her name
3 was, S-l-o-w-i-n-s-k-i.

4 Q. Uh-huh.

5 A. She wanted to get back to the bill to more
6 investigation (sic). And on July the 20th, 1998,
7 she called Deborah and said, Deborah -- Deborah
8 called here and they was calling her back and
9 Deborah said, What about these -- these charges?

10 And Deborah -- she said, Okay. We found
11 1493 -- this \$1493.00, although we was saying
12 there's \$138.26 on there more that you -- you should
13 have reversed off, you know.

14 Q. Uh-huh.

15 A. They didn't reverse enough off.

16 MR. KERBER: I'm sorry what was -- I don't mean
17 to interrupt. I just want to get the numbers
18 straight. You're saying on this bill --

19 MS. HELEN CRAWLEY: When they re- --

20 MR. KERBER: -- that there's --

21 JUDGE MORAN: Okay, please identify the bill.

22 MR. KERBER: Okay. We're looking at --

1 JUDGE MORAN: The bill of February --

2 MR. KERBER: The February 4th, 1998 bill --

3 MS. HELEN CRAWLEY: Right.

4 MR. KERBER: -- and there's a total credit on the

5 bill of \$4,098.12.

6 JUDGE MORAN: Right.

7 MR. KERBER: And you're saying there was an

8 additional amount that you believe should have been

9 credited at that --

10 MS. HELEN CRAWLEY: \$1,038.26.

11 MR. KERBER: \$1,038.26, okay.

12 MS. HELEN CRAWLEY: Okay? And we was talking

13 about that bill, that amount.

14 So she went back and found -- on July the

15 20th said, With interest, and penalties, and all

16 that other stuff, that we use you all monies (sic)

17 and all that, we going to give you all a credit for

18 \$1,493.02, okay? And that's what she given to (sic)

19 Deborah on July the 20th, 1998.

20 BY JUDGE MORAN:

21 Q. Okay. So July 20th, 1998 --

22 A. Right.

1 Q. Someone from Ameritech -- this woman --
2 A. Yeah, her name is Karen S-l-o-w-i-n-s-k-i.
3 Q. Okay. She informed you that --
4 A. She informed Deborah --
5 Q. That on this 1,038.26, she's now recomputed
6 it to 1,493.00 --
7 A. Right.
8 Q. -- as the remaining credit to be given to
9 you?
10 A. Right.
11 Q. Okay.
12 A. Now, I want to also point out, in this
13 bill -- I also want to point out they give us cash
14 credit of \$789.22. What they did, they took that
15 cash credit --
16 Q. Okay.
17 A. And they used it to reduce the slam bill.
18 Q. Which cash credit? What was --
19 A. That 78- -- \$789.22.
20 Q. \$789 --
21 A. And 22 cent (sic).
22 Q. Okay. And when was that given? That's a

1 cash --

2 A. That was back in May. It was on the
3 May 4th, 1997 bill.

4 Q. Okay.

5 A. It's here (indicating). What they did, they
6 only allow -- that particular month, when the young
7 lady gave us that, she said, Okay, you take the
8 credit -- we going to take the credit for you off
9 for the April bill and the May bill and you pay the
10 263.94 and whatever.

11 And that 789.22, after you deduct that
12 away, it came up -- the charges was (sic) 521.83.

13 Q. Okay. So she's saying that there's a 789 --
14 \$789.22 cash credit; but from that, they're
15 deducting the bill for that month, which is 263.94.
16 And that would leave you with the \$521.83 credit; am
17 I correct? Am I reading this correctly?

18 A. I think so. Yeah, right, right.

19 Q. Okay.

20 A. They deduct that --

21 Q. All right.

22 A. -- and then she was -- that's the day --

1 when we called her because we was behind, we didn't
2 have -- it was the April bill, we was behind, she
3 said, That's all right, you got a credit. We're
4 going to apply the April bill to that and this bill
5 to your -- for the balance of June, okay?

6 Now, what they did, they had to -- see
7 this credit here (indicating)? They took that from
8 that and that's the credit on that.

9 Q. Right, I see that.

10 A. Now, what happened -- you see what they did,
11 they added -- they took the credit and they had took
12 it from the slam amount. Now, the slam amount --
13 money that we did not owe. I mean, this is our
14 money that we paid in.

15 Q. Okay. I guess we're going to have to
16 backtrack here.

17 What is the slam amount, and what is the
18 period of time that the slam amount accrued in?

19 That's what I need to know.

20 A. In '96 and '97.

21 Q. That's too general. I need to know the
22 amount, the particular months of '96 and '97 --

1 A. What I came up with -- what my slam amount I
2 came up with --

3 Q. I mean, were you -- you must have had some
4 communication with Ameritech at that time, didn't
5 you?

6 A. I did. I constantly -- they kept cutting my
7 phone off.

8 Q. All right. Do you have any letters
9 indicating what those --

10 A. What we did --

11 Q. -- what that period of time was and what was
12 the amount that was --

13 A. During that time -- we did a lot of
14 handwritten notes here.

15 Q. That's okay. Handwritten notes are fine,
16 but I need -- I need you to be specific as to the
17 period of time and the amount that you were slammed.

18 A. What I came up with in the slam amount --
19 when I calculated those, it was very difficult. We
20 came up with -- here (indicating), I think it was
21 559- -- no, it was 5,000 --

22 Q. 5,000, okay.

1 A. \$5,925.60.

2 Q. \$5,925 --

3 A. And 60 cent (sic).

4 Q. 60 cents.

5 A. Yeah.

6 Q. Okay. That is the total amount that you

7 were wrongfully charged --

8 A. Right.

9 Q. Is that right?

10 A. Right.

11 Q. In what period of time did those charges

12 come in --

13 A. That was started in June of '96.

14 Q. June --

15 A. Of '96.

16 Q. Okay.

17 A. Through -- I got down to April of '97.

18 Q. Okay.

19 A. Okay?

20 Q. And you're telling me that you had

21 corresponded with Ameritech at some time subsequent

22 to April of '97, and they had agreed that you were

1 wrongfully charged these amounts?

2 A. Right, right.

3 Q. Okay.

4 A. Right. And they was going to take it off my
5 bill.

6 Q. This is when this case began in your mind.

7 A. Right.

8 MS. JORGENSEN: May I ask you to repeat that
9 total amount, the slam amount.

10 MS. HELEN CRAWLEY: \$5,925.60.

11 MS. JORGENSEN: Okay. Thank you.

12 BY JUDGE MORAN:

13 Q. Now, at that point, you were told by someone
14 at Ameritech that you would be getting credit back
15 for that amount?

16 A. Not the -- for the total -- the 5,925, we
17 didn't pay all of that money, okay?

18 Q. Okay.

19 A. That \$5,900. We didn't pay the money, but
20 we were refusing to pay. It was on -- that's why it
21 was still on our bill. What they said, they were
22 going to wash it off our bill, take it off.

1 Q. Okay.

2 A. Now, some of that 5,900 and some dollars, we
3 paid into it, about \$1,800 we paid into it, okay?
4 We paid -- we paid into -- we paid cash into that
5 because they was cutting our bills off. You better
6 pay these bills each month, so we paid it. We paid
7 the slam bills back in '96 and '97. We paid slam
8 bills, we paid telephone bills with slam part (sic)
9 on it. You took your cash money --

10 Q. I understand. You were paying these bills
11 because you didn't know that they were slam bills,
12 right?

13 A. Well, I knew that they was slam, but they
14 was cutting my phone and that was only way I could
15 get it back on.

16 Q. Okay. I'm --

17 A. You understanding what I'm saying?

18 Q. No, I'm not.

19 A. Okay, right.

20 Q. And we've got to be real meticulous about
21 this.

22 A. Okay, right.

1 Q. Okay?

2 A. At a point, I wasn't -- I wasn't aware --

3 Q. When -- when did you --

4 A. I was paying -- that's true. I was paying

5 at a point that I didn't know -- when it got too --

6 too high there; and I said, What's going on here?

7 Q. Okay. When was that? When did you discover

8 that -- wait a minute, my bill is too high and

9 something could be wrong here?

10 A. That was in -- I think that was in November

11 or December of '96. I began to communicate with

12 them about that. And about the bill -- where's '96?

13 This is December the 11th, 1996 (indicating) -- a

14 note here -- a young lady was working with me --

15 Q. Okay.

16 A. -- and she had called them with reference to

17 this bill.

18 Q. Okay. Why don't you read that note into

19 evidence?

20 A. Okay. Ms. Crawley, regarding that

21 Ameritech -- Ameritech and that's AT&T long

22 distance -- she said -- bill -- I spoke with Karen

1 at 1-800-704-4804, extension 5182, who note the
2 claim we have a -- who noted the claim we have
3 against -- we have against US Bill -- we have
4 against US Billing, and said as long as we pay all
5 our -- pay all other -- other charges, we have
6 nothing to worry about as far as Ameritech is
7 concerned.

8 Things need to be cleared up with US
9 Billing because she looked on our December bill and
10 there is a billing from US Billing. The current
11 balance of the Ameritech is 450.68, including the US
12 Billing portion of the
13 bill -- okay?

14 So the current charges during the time
15 for the month of December was \$1,612.40.

16 Q. Okay. This is December 1. December 96.

17 A. So we had to -- we communicated in November.

18 Q. December 1996. Okay. So on each of these
19 bills, you're getting billed -- let's go through
20 these bills. Let's look at one of these bills.

21 This is 1996, December 1996, which is
22 within the time frame that you're saying that you

1 were being wrongfully charged.

2 A. Right.

3 Q. Okay. You've got an Ameritech charge
4 here -- Mark, do you want to move in so you can see
5 this?

6 MR. KERBER: I've got most of the notes. As long
7 as the numbers in my spreadsheet line up with what
8 you say the bill says --

9 JUDGE MORAN: This is all new to me, okay.

10 MR. KERBER: I'm just following along here.

11 BY JUDGE MORAN:

12 Q. I see an Ameritech charge of \$288.91; an
13 AT&T charge of \$162.66; and US Billing, Inc.,
14 \$1,149.69; and Monthly Phone Services, Inc., \$11.14.
15 That brings a total charge here of \$1,612.40, okay?

16 A. Okay. And here's another memo here.

17 Q. And the big dispute is the US Billing, Inc.;
18 am I correct?

19 A. Yeah. What it -- what I think what had
20 happened, they recognized it was slamming and they
21 said they was going to take it off.

22 Here (indicating), March 24th of '97, I

1 found this other note.

2 Q. Okay.

3 A. But they did not take it off my bill, that's
4 one.

5 Q. Okay. So --

6 A. They did not take it off. They let it stay
7 and my phones kept cutting off. They kept cutting
8 my -- every time they get a new girl up there (sic)
9 look at the bill, they saw that big bill -- you owe
10 us money, we going to cut your phones off. And we
11 was going through that hurdle with them, losing
12 business and headaches and all that.

13 But what happened then -- same thing
14 happened in July of '98, when they told me they was
15 going to give me the credit for 1493, the money that
16 we paid in, they was going to take out. They told
17 us, We going to (sic) use for credit part of that
18 slam --

19 Q. Okay. But what --

20 A. -- but they didn't do it.

21 Q. Okay. But what -- I'm trying to figure out,
22 first of all -- please, don't tell me any more.

1 A. Okay. I'm confusing you, right?

2 Q. You're going to mess me up.

3 How -- when these wrongful charges were
4 accumulating, they were coming from June -- from
5 June of '96 through to April of '97. And were those
6 wrongful charges all of these US Billing charges
7 that were being put on your phone?

8 A. I think some of them.

9 Q. Are these all the wrongful charges? I mean,
10 you're not -- you're not contesting Ameritech's
11 charges?

12 A. No, we're not.

13 Q. Okay. And you're not contesting AT&T's
14 charges?

15 A. We paid AT&T direct. I think there were
16 some A&T's (sic) that's contested in there.

17 Q. Okay. But it seems like AT&T is adding
18 \$162 here, certainly on this bill (indicating).

19 A. That was in 1996. Yeah, I think what we
20 did, there were some A&T (sic) charges was in there
21 involved (sic), because I think AT&T directed them
22 (sic) and let them know that I was paying them

1 directly.

2 Q. Okay. You were paying AT&T directly for
3 these --

4 A. Right, we have a direct account with AT&T.
5 They billed us.

6 Q. Okay. So this \$162, for example, on this
7 December 4th, 1996 bill that I have in front of
8 me --

9 A. They should have been -- that should have
10 never been in there.

11 Q. Should have never been in there?

12 A. Right.

13 MR. KERBER: Which one?

14 JUDGE MORAN: This \$162.66 on the December 4th,
15 1996 bill. There was a \$162 charge from AT&T.

16 MS. HELEN CRAWLEY: This is charged -- the lady,
17 they computed and said, This is what you should pay.
18 They didn't want to give us those figures and tell
19 us what we should pay. Out of that for that
20 particular month.

21 BY JUDGE MORAN:

22 Q. Okay.

1 A. We attempted to go with them on all of that.
2 We called them and say these charges (sic), now what
3 do we pay, interest charges, penalties, and
4 whatever, what do we pay?

5 Okay. You asked me when did Ameritech
6 find -- Ameritech recognize the bill problem? When
7 they said it was going to -- when we went through
8 all this research. I'm sorry we went through all
9 this research. And we went through all this
10 research and what we found that -- it was March the
11 24th of 1997, talked with Vicky -- Vicky, extension
12 5614.

13 Q. Okay. Hold on, let me get clear on this.
14 You're talking about March 199- --

15 A. 24th.

16 Q. March 24th, 1997, okay. And there was a
17 phone call --

18 A. Right, here, talked with somebody named
19 Vicky, extension 5614.

20 Q. 5614. And that was at Ameritech?

21 A. Right.

22 Q. Okay.

1 A. Resolved the problem with AT&T and Ameritech
2 in reference to a long-distance calling rebate to
3 USBI and they offered to give credit for bills.

4 That was for USBI back early --

5 Q. US Billing, I would assume?

6 A. Right. Back early May or June when it
7 started -- when started billing by USBI, reverse
8 AT&T long-distance calls, because we had paid AT&T
9 directly.

10 And whoever in my office during the
11 time -- Linda got that -- wrote that.

12 Q. Okay. So this was a note that's in your
13 possession, kept in the normal course of business
14 records; and it concerns a telephone conversation
15 with Linda --

16 A. Right.

17 Q. -- who was an employee from your office at
18 the time?

19 A. Uh-huh.

20 Q. Okay. And it references this US Billing?

21 A. Uh-huh.

22 Q. You were not paying US Billing directly?

1 A. No, that was the slamming company.

2 Q. That was part of -- okay.

3 Now, let me be clear about this. From

4 June of '96 to April of '97, the wrongful charges

5 being billed to you were US Billing, Inc. charges.

6 A. And there were some Ameritech phone bills on

7 there as well -- AT&T, I'm sorry.

8 Q. Okay. All right. So you were billed for

9 charges from AT&T and from US Billing.

10 Now, what were the AT&T billing -- was it

11 the fact that it appears and is being charged on --

12 A. Right.

13 Q. -- your regular bill --

14 A. Right.

15 Q. -- plus the fact that --

16 A. Right.

17 Q. -- you were directly --

18 A. Right.

19 Q. -- paying them?

20 A. Right.

21 Q. Okay.

22 A. Right, that's what was going on.

1 Q. Okay. All right. And you have statements
2 showing that -- or check stubs or something showing
3 that you're paying AT&T directly --

4 A. Yeah.

5 Q. -- during this time?

6 A. What happened, this AT&T official got on the
7 phone along with Ameritech official and proved that.

8 Q. Now, I'm only looking for the period
9 June '96 to 4/97.

10 A. Yeah. I don't have -- I didn't go through
11 these files. I just put them in there; but I know
12 she had some direct billings here and AT&T here, but
13 this is some of 1996. I just brought Ameritech
14 stuff on there.

15 But once we did this, I know we was on
16 the phone with AT&T taking a look at some of the
17 bills on there. That AT&T said, No, it was -- we
18 pointed out that it was already been billed (sic)
19 and they reversed them. AT&T said, Okay --
20 Ameritech said, We're going to reverse them.

21 Q. Okay.

22 A. So, my point, I'm --

1 Q. Okay. The point is that you're saying this
2 was a period of wrongful billing, there was some
3 understanding with Ameritech in April of '97 --

4 A. Right.

5 Q. -- that there would be a credit for this
6 amount of wrongful charges, and that you, in fact,
7 did get a credit on February 4th of '98?

8 A. We -- we received -- we received two
9 credit -- a total of three credits --

10 Q. Okay, three credits.

11 A. Two credits that they -- they put on paper
12 and they called us a execute (sic). One of the --
13 two of the credits --

14 Q. Called you a what?

15 A. Execution -- execution of credits, they make
16 them work for me. You know, they were going to make
17 them work.

18 Q. Okay.

19 A. It was a total of three credits. The credit
20 they recognized was a slam. They said, We're going
21 to reverse all that -- the slam bill off. That was
22 in March of '97.

1 In May of '97, they also came back and
2 said, We found some cash monies -- cash money that
3 you paid in. Now, this cash money is your money
4 that we're going to use to pay your bill, because
5 they're not going to pay the slam -- they're going
6 to reduce the slam bill.

7 Q. Uh-huh.

8 A. What they did, they reduced the cash money
9 and they took and reduced the slam bill on it. And
10 then the lady on the phone told me they were going
11 to use it for our telephone bill -- to pay our phone
12 bill for April, May, and June. And what is showed
13 on the record that they took it and reduced -- they
14 didn't do what they said they was going to do, okay?

15 Q. Uh-huh.

16 A. They took my cash money -- you took your
17 cash money -- somebody going to -- they falsely
18 charged you for something over here you know it's
19 not -- you know you didn't do it, okay? They know
20 you didn't do it.

21 So why should you take your cash money
22 and pay for it, okay? So what they did, they

1 reversed that cash to me. And the second thing what
2 they did, they allowed that bill to stay on to '98
3 while we constantly bitching during the -- arguing
4 during the whole year about it because they cut our
5 phone off.

6 Then they washed -- they took it off.
7 They took some of it off. And we said, No, you
8 didn't take it all off yet. There was another
9 \$1,038.00 we still (sic) fighting about. So they
10 said, Okay, we go back (sic) and research it.

11 And when they finally researched it, they
12 said, Okay, you got a credit of 14 -- we going to
13 give you the whole credit of \$1,493.02 and that's
14 due to interest and penalties and monies that we --
15 your money -- this your money now. This is your
16 money that you paid in and we're going to reverse
17 that. That's what we're going to do.

18 That same thing happened when they --
19 back in March of '97, they said they was going to
20 give us a credit off the US Bill (sic) -- all that
21 billing off. They let it stayed (sic) on there and
22 they kept cutting our phone. Same thing happened

1 with this 14 -- they let it stayed on the bill.

2 They did not do it -- what they said they was going
3 to do and record it.

4 So when they get new peoples change over,
5 they came in and didn't understand -- and I don't
6 know if they didn't understand the records they had
7 documented -- and they said, No, you owe this money.
8 We don't owe this money. They cut our phones off.
9 And we said, Okay, tell us, where do we owe this
10 1493? Why? Where is it?

11 They sent a -- they -- back in '99,
12 latter part of '98 and '99, they sent us a letter
13 and said that, You did not pay April, May, and June
14 bills. We said, Oh, yes we did. Our stuff was in
15 storage, we had to go pull it out. I said, No --
16 yes, we did pay it.

17 See here (indicating) we had a credit,
18 \$789 credit. And they said, Okay. You cannot use
19 that credit. That's a credit towards the charges --
20 the charges -- those wrongdoing (sic) charges. I
21 said, Yeah, the money that we paid in -- that's the
22 money we paid in. They giving it back to us for

1 those months.

2 And then they said, Well, you can't use
3 the credit. And then I showed them that we can.
4 And I said, You did not use the other -- also you
5 didn't use the credit to pay the telephone bill.
6 You took the credit and you used it to reduce slam
7 charges, okay?

8 Then -- so we constantly paying the
9 telephone bill in '98 and '99. They was cutting it
10 off in '98. So we paid -- we just paid the bill.
11 We kept the phone bill -- kept the phone on.

12 And what we were trying to do is to get
13 the money that we paid into the telephone bill and
14 reverse -- for them to clean out the charges that --
15 reverse all those charges that are -- been slammed
16 by US Billing and AT&T was on there.

17 Q. Okay. And you're saying that that amount is
18 still \$1,493.02; am I --

19 A. Also, I want to say that -- what I want to
20 show is that here -- that in 1998 -- I did this
21 thing so long ago. Sometimes you forget what you
22 did if you did it a long time ago.

1 In 1998, these (indicating) were the
2 total Ameritech telephone bills.

3 Q. Okay.

4 A. These the charges (sic) that, you know, we
5 said we going to pay and this what we paid. In the
6 year of 1998, we had some very serious problems
7 where we was in the warehouse and we got kicked out
8 of there. There was some problems. These things
9 happen, okay?

10 They -- we asked them, Where's the credit
11 of \$1,493.02? They told us they can apply -- they
12 say, You cannot apply -- new people came in. I
13 said, Where's the lady who told us? She's gone from
14 the company. We don't know where she is. I said,
15 No, she told us we can apply to the telephone bills
16 (sic), okay?

17 So, meanwhile, this is what's happened.
18 They were forcing us to -- they was telling us was
19 they was going to cut the phones off and we need
20 the phones.

21 So we had bounced checks. Some of the
22 checks that -- they wouldn't accept our checks, so

1 we had to stop payment and gave them cash. We paid
2 --
3 and there's copies. They have copies. We sent them
4 copies of everything.

5 Q. Okay.

6 A. All the bills that we paid. That's in 1997.

7 Q. And you gave them a copy of this --

8 A. They should have --

9 Q. -- cover chart?

10 A. Right. And this is 1997. This is where all
11 the bills -- and we say these are the slam portions
12 here (indicating) and these what (sic) we paid.

13 Q. Okay.

14 A. We took that credit for here and applied it
15 those months here (indicating), okay? And this how
16 (sic) much we paid in, okay? These our checks, our
17 cash -- receipts or whatever apply (sic) is
18 attached.

19 The phone bills that they was charged --
20 the total amount that was charged to us -- and in
21 1997, this is the total amount we paid. This is
22 charges what we paid minus this credit of \$789.22,

1 which they don't recognize. Only time they
2 recognized -- only the month of May, you know, it
3 was on that phone bill.

4 They used and applied it to May's
5 telephone bill; but they used -- and then they took
6 the rest of it and they applied it to the -- the
7 slam charges.

8 Q. Okay.

9 A. '96.

10 Q. Now, these charts that you have here for '97
11 and '98, do you also have one for '96?

12 A. Yes. This is '99. This is 1999.

13 Q. I think we should mark these for --

14 A. I sent them copies of that.

15 Q. Okay. This is '99. You may have sent
16 Ameritech copies. I have no copies.

17 MS. JORGENSEN: We don't have a copy of '99.

18 JUDGE MORAN: You don't have a -- okay.

19 MS. HELEN CRAWLEY: Can we get a -- can we -- is
20 there copy machine downstairs somewhere?

21 JUDGE MORAN: Yes.

22 MS. HELEN CRAWLEY: I'll pay for it.

1 BY JUDGE MORAN:

2 Q. We can do that.

3 A. Where's '96? I should have '96 as well.

4 Q. We need to the mark these.

5 A. The problem occurred here is that -- I think

6 what happened here is --

7 Q. Do you have a chart like this for '96?

8 A. Yes. I do have a chart like this, but

9 this -- I have attachments to it. It should have

10 attachments to it.

11 Q. The attachments consist mostly of checks.

12 A. She has -- she has '97.

13 Q. Canceled checks or checks, right?

14 A. Yeah, paid.

15 Q. They don't constitute anything else?

16 A. Bills that -- you know, cash. Copies of the

17 receipt that we paid.

18 Q. Okay.

19 A. Well, here's '96, but the attachments --

20 Q. Okay. The --

21 A. I do have the -- she has the attachments. I

22 sent them to her.

1 Q. Okay. Are the attachments anything other
2 than just check stubs or canceled checks, I'm sorry,
3 for '96?

4 MS. JORGENSEN: I don't have attachments.

5 MS. HELEN CRAWLEY: For '96?

6 MS. JORGENSEN: But they were -- the '97
7 attachments are simply --

8 JUDGE MORAN: I know what '97 are. I just need
9 to know if they're --

10 MS. HELEN CRAWLEY: '96 doesn't have attachments?

11 MS. JORGENSEN: No.

12 BY JUDGE MORAN:

13 Q. Okay. Maybe you don't. If these go into
14 the record, then you can submit the attachments as a
15 late-filed exhibit; but right now I need to mark
16 these so we know what we're talking about here.

17 A. Yeah. They sent me a letter on January 11th
18 and -- talking about that -- what we owe them.
19 Bills that -- what I owe. The ones that I owe them
20 on.

21 We asking -- we constantly asking them,
22 Where do we owe you money at, where and why and what

1 and whereabouts (sic). And they -- it was January
2 3rd, 2000, and they sent us a breakdown of bills
3 stating in January 1997 we owe them \$445.86 full
4 bill amount, which we paid that in January of '98.
5 It will show on that sheet, okay?

6 What make up this \$1400 that -- then they
7 also -- they said March of 1997, your bill should
8 have been 454 -- \$405.44.

9 Q. Now, what are these? These are letters --

10 A. These are letters. When we questioned them
11 why they -- I kept asking them to prove to us that
12 we owed them 1493.

13 Q. Okay.

14 A. The -- with interest, it was 1572, whatever
15 they said. I said, Prove to us that we owe, okay?
16 They have told us many things, okay?

17 So what they said to me, they said, This
18 is what you owe. January of 1997, you didn't pay
19 your bill, 445.86, full bill amount. And we showed
20 them that we paid that in -- we paid that bill in
21 January of '98.

22 Q. Okay. Now they're -- Ameritech is saying

1 the Ameritech bill, not the other company bills?

2 A. This Ameritech.

3 Q. Okay. This is Ameritech's?

4 A. This is what they sent to us.

5 JUDGE MORAN: Okay. Now, Counsel, have you seen
6 this letter dated January 3rd, 2000?

7 MS. JORGENSEN: Yes.

8 MS. HELEN CRAWLEY: And this is our response.

9 JUDGE MORAN: And this is your response, January
10 11th, 2000.

11 MS. JORGENSEN: Yeah.

12 JUDGE MORAN: Are you -- okay, you're familiar
13 with this.

14 MS. HELEN CRAWLEY: This is the letter they're
15 telling me that we couldn't use the charges on the
16 May of -- those charges happened in May of '97.

17 BY JUDGE MORAN:

18 Q. Okay. Another letter, February 2nd, 1998.

19 While Counsel's looking at those letters
20 and that correspondence, I'm going back to these
21 charts that -- you have prepared these, Ms. Crawley,
22 or someone under your direction has prepared them?

1 A. I prepared them. I prepared them in a rush.

2 Q. Okay.

3 A. I did them a couple months ago, and I hope I
4 put everything in there right on the charges.

5 JUDGE MORAN: Okay. Well, I'm going to mark
6 these. I'm going to mark year 1996 as Complainant's
7 Exhibit No. 1.0; for year 1997, Complainant's
8 Exhibit No. 2.0; for year '98, Exhibit 3.0; and for
9 year 1999, 4.0. I will leave these on the table.

10 MS. HELEN CRAWLEY: We can use these
11 correspondence as well.

12 (Whereupon, Complainant's
13 Exhibit Nos. 1.0 - 4.0 were
14 marked for identification
15 as of this date.)

16 BY JUDGE MORAN:

17 Q. Now, well, do you desire to have these
18 letters entered into evidence?

19 A. Yes.

20 JUDGE MORAN: You do, okay. Then -- okay, which
21 letters do you want entered into evidence? Why
22 don't you give me that, and I will have them marked.

1 Is that one of Ms. Crawley's letters?

2 MS. JORGENSEN: Yes.

3 JUDGE MORAN: Please give that back to her so
4 that she can decide what she wants to put into
5 evidence.

6

7 BY JUDGE MORAN:

8 Q. It is important that any documentation you
9 wish to be considered be put into evidence.

10 A. Mines (sic), not Ameritech's.

11 Q. Well, that works both ways.

12 A. All right.

13 Q. But --

14 A. What about -- did you get this?

15 Q. Because I can't -- I see you have piles of
16 phone bills; but the -- you want this letter, this
17 handwritten document to be put into evidence?

18 A. Yes, because that's what they -- that's, you
19 know, that was a state -- when they stated --

20 JUDGE MORAN: Okay. This in-house communication
21 signed by your employee, Linda, will be marked as
22 Complainant's Exhibit 5.0.

1 (Whereupon, Complainant's
2 Exhibit No. 5.0 was
3 marked for identification
4 as of this date.)

5 BY JUDGE MORAN:

6 Q. Okay. And you have letters that you wish
7 to -- Ms. Crawley --

8 A. Okay.

9 Q. You got to have some order.

10 A. I'm sorry, I'm not a lawyer.

11 Q. That's okay. You're doing fine.

12 A. Here's a June bill, too, because those
13 others bills, April, May, and June credits -- I want
14 to show you that.

15 Q. Okay, wait. You want these letters to go
16 in, first of all?

17 A. Right. I had all this stuff in order,
18 believe me.

19 (Whereupon, Complainant's
20 Exhibit No. 6.0 - 11.0 were
21 marked for identification
22 as of this date.)

1 BY JUDGE MORAN:

2 Q. A letter dated January 11th, 2000, signed by
3 Deborah Crawley is Exhibit 6.0; a letter dated
4 January 3rd, 2000, signed by Jeff Gartland
5 (phonetic) is Exhibit 7.0 -- we're going through all
6 Complainant's exhibits -- letter dated December 2nd,
7 1999, signed by Helen Crawley, Exhibit 8.0; letter
8 dated December 10th, 1999, from Deborah Crawley,
9 9.0; and another letter dated January 13th, 1999,
10 signed by Helen Crawley, is Exhibit 10.0; letter
11 from Joanne Widi, W-i-d-i, dated February 2nd, 1999,
12 is Exhibit 11.0.

13 A. Can I give it to you?

14 Q. Sure. What do you want to give to me?

15 A. It was back in 1999, they was cutting our
16 bills off; and every time we asked them, What do we
17 owe, where the bills at -- payment -- Beverly
18 Whitehat, my office manager at the time --

19 Q. Beverly who?

20 A. Whitehat.

21 Q. Whitehat?

22 A. Yeah, Whitehat -- at the time, they told her

1 we owe them \$770.60. That was April 4th, 1997, that
2 you never paid Ameritech 221.50 -- April the 4th,
3 1997, you never paid Ameritech. Then they stated
4 on -- you never paid Ameritech \$263.94 from May of
5 1997; and June of 1997, 270.89.

6 So what we did, we ended up paying that
7 money, \$770 we paid. What it was, Ameritech was in
8 a state of confusion. There peoples were (sic)
9 really in a state of confusion of what's going on.
10 I think it's due to new employees and the files
11 wasn't properly documented. When they said they was
12 going to do something, they did not document and do
13 it correctly and just left it and peoples was moving
14 back and forth.

15 Q. Okay. Now, do you want these --

16 A. Just -- you can just put that one in there.

17 Q. Okay.

18 A. Just this one.

19 JUDGE MORAN: All right. This will be -- this
20 memo-type letter to Helen Crawley from B. Whitehead
21 (sic) dated January 28th, 1999, will be marked
22 Exhibit No. 12.0. It's a Complainant's exhibit.

1 (Whereupon, Complainant's
2 Exhibit No. 12.0 was
3 marked for identification
4 as of this date.)

5 BY JUDGE MORAN:

6 Q. Okay. Is there anything else you want to
7 say with regard to your complaint?

8 A. That's it. Now, I hope you understood --

9 JUDGE MORAN: Okay. I'm -- I will let you make
10 another statement at the end if you wish.

11 I will allow Ameritech to proceed with
12 cross-examination.

13 CROSS-EXAMINATION

14 BY

15 MR. KERBER:

16 Q. Ms. Crawley, I want to start out with just
17 some basics just to kind of get organized here.

18 The company that slammed you was known as
19 USB or US Billing; is that correct?

20 A. Yes.

21 Q. And your preferred long-distance carrier,
22 your presubscribed long-distance carrier, should

1 have been at that point AT&T; is that correct?

2 A. That's correct.

3 Q. And you are challenging the billings by USB
4 or US Billing because you should not have been
5 billed, in your view, for those charges because they
6 weren't properly your carrier; is that correct?

7 A. That's correct.

8 Q. And you're also challenging AT&T
9 long-distance billings because you were being direct
10 billed by AT&T, so those should not have been also
11 appearing on your Ameritech bill; is that correct?

12 A. Right, some of them.

13 Q. Okay. And am I correct that the billings
14 that we are talking about for US Billing
15 occurred -- and we can go back this -- and check
16 this bill by bill -- but would you agree that it's
17 approximately between about September of 1996 and
18 about January of 1997?

19 A. When these bills occurred (sic)?

20 Q. The USB bills, yes.

21 A. No. I want to go back. I think it was back
22 in June or May of that year. What I got -- I think

1 June --

2 Q. Okay.

3 A. -- I believe, the bills started.

4 Q. All right, we can look at that.

5 But -- okay, so you'd say May or June of
6 1996, but no earlier than that at least?

7 A. Right.

8 Q. Okay. And with respect to the AT&T
9 billings, did those occur between approximately
10 December of 1996 and about April of 1997?

11 A. They're in the same period.

12 Q. Okay. Let's start, then, with your
13 April 19- -- what was the first -- would you have to
14 check to see the first date or would -- I want to
15 just go back to the beginning of the USB billings.

16 And I guess maybe even though this just
17 might take a minute or two, let me put my question
18 this way:

19 Can you identify for me in 1996 the first
20 month's bill on which you see a long-distance bill
21 from USB or US Billing?

22 A. I don't have anything here for May of '96

1 here on USBI. We got Sprint on here and we have MCI
2 on here and Ameritech of -- of '96.

3 Q. Okay. So nothing --

4 A. May of '96, right.

5 Q. Okay.

6 A. Sprint's on here. Of June -- this is the
7 June the 4th -- June the 4th, 1996. We got
8 Ameritech here, we have Sprint on this bill --
9 Sprint on this bill in June, Ameritech -- and it
10 should be in front of one of these. This is
11 Ameritech current charges.

12 I don't see anything here on June. This
13 is '96. July 4th of 1996, got Ameritech, MCI, we
14 got OCO Communication (phonetic) on July 4th, 1996.
15 And the current charges for July of 1997 was 383.23
16 in 19- -- July of '96. It was of August '97 -- '99.

17 Q. '96?

18 A. '96.

19 Q. You just let me know when you're finished
20 looking at your August bill.

21 A. Okay. You may be right, this is August.

22 Q. Okay. So through August, am I correct that

1 you've not identified any billings to USB or US
2 Billing?
3 A. No.
4 Q. Okay. Are you on your September bill now?
5 A. I'm on September, yeah.
6 Q. I believe you will see a USB bill on your
7 September bill.
8 A. Okay.
9 Q. Do you find that?
10 A. Yes.
11 Q. Okay. So we're in September of 1996.
12 What's -- what's the amount of your -- of
13 the USB bill, on the September '96 bill, please?
14 A. 203.57.
15 Q. Okay. Could you go to --
16 A. That's the long distance --
17 Q. Right, right. Could you go to your October
18 1996 bill. I believe on this one you will also see
19 a USB charge.
20 A. US Billing Incorporation current charges,
21 \$1,004.81.
22 Q. For USB?

1 A. Or is it for everything?

2 Q. Yeah. I just want the USB, please.

3 A. 738.84.

4 Q. That looks right.

5 A. Okay.

6 Q. Same question with respect to November.

7 Again, I believe you will see a USB charge on your

8 November of '96 bill.

9 A. \$819.35.

10 Q. Okay. For your December of 1996 bill, I

11 believe, again, you will see a USB charge and could

12 you give me that amount?

13 A. \$1,149.69.

14 Q. Okay. And January of 1997, please.

15 A. Hold on a minute. Okay, January of '97.

16 You said USBI --

17 Q. And I believe there will be a USBI bill on

18 that bill.

19 A. That bill is \$737.13.

20 Q. All right. Now, I believe you testified

21 earlier that it was in about January of 1997 you

22 brought this issue to Ameritech's attention; is that

1 correct?

2 A. (No response).

3 Q. The slamming issue.

4 A. No. It was back in -- it was in December, I
5 think. I think it was in December.

6 Q. Okay. December of '96?

7 A. I think so.

8 Q. All right. That's --

9 A. Also on this bill in January we got AT&T
10 charges as well.

11 Q. Yeah, I was going to get to that.

12 So -- so, you brought this to Ameritech's
13 attention at any rate in December of '96?

14 A. I think so.

15 Q. There's US Billing charges through January
16 of 1997.

17 Are there any US Billing charges on any
18 of your bills subsequent to January of 1997?

19 A. This is January of '97 --

20 Q. I'll tell you what. Just to make it easy,
21 let me ask you the question this way:

22 On the spreadsheet that you've prepared

1 that has been marked as Exhibit No. 2.0, you
2 indicate slam billing in the months of February,
3 March, and April of 1997. Can you look at those
4 three bills and tell me if there's a US Billing
5 charge on February, March, or April of 1997?

6 A. I have US Billing -- no, we have AT&T.

7 Q. Okay. So there's not US Billing? All
8 right. Let's -- let's move to --

9 A. We got AT&T charges on here, though.

10 Q. Okay. All right, I'm going to go to that.
11 Let's go to the AT&T.

12 Do you have any AT&T charges appearing on
13 any bills prior to December of 1996?

14 A. Prior to December of 1996?

15 Q. Right.

16 A. So you're starting -- here's February of
17 '97. You said '96, right?

18 Q. Right.

19 A. They usually just have them lined up in
20 front of here (indicating), right? May, that's
21 not -- it's just in the front.

22 JUDGE MORAN: Ms. Crawley, you have all your

1 bills there from 1996 --

2 MS. HELEN CRAWLEY: Yes.

3 JUDGE MORAN: -- and 1997?

4 MS. HELEN CRAWLEY: Right.

5 JUDGE MORAN: Good. I just want to make sure the

6 record is clear on that.

7 MS. HELEN CRAWLEY: I don't have anything in June

8 of '96. MCI, Telecom, and 0 plus dial, and

9 O-c-o-n-r (sic) Communication.

10 BY MR. KERBER:

11 Q. Okay. But now the question I asked is, do

12 you have any AT&T billings prior to December of

13 1996? Just for clarity, if you can just focus on

14 that --

15 A. I'm trying to. I just want to make sure --

16 I don't see AT&T's here. Here's September -- July,

17 September -- where's August? Okay.

18 Here November -- we got A&TT (sic) on

19 December of '96.

20 Q. Okay. What's that amount?

21 A. 162.66.

22 Q. All right. Now January of 1997, I believe

1 you'll also see an AT&T bill.

2 Can you tell me what that amount is,
3 please.

4 A. January of 1997?

5 Q. January of 1997, that's right.

6 A. 194.96.

7 Q. Okay. February of 1997, again, I believe
8 you will see an AT&T bill.

9 Can you tell me what that amount is,
10 please.

11 A. 251.

12 Q. With respect to -- what am I up to? I'm up
13 to March of 1997. Again, same question. I believe
14 there will be an AT&T billing.

15 Can you give me that amount, please.

16 A. 391.61.

17 Q. All right. And same question for April of
18 1997. Again, I believe there will be an AT&T bill.

19 Can you give me the amount.

20 A. 179.82.

21 Q. Are there any AT&T long-distance bills on
22 your -- any long- -- AT&T long-distance charges

1 billed on the Ameritech bills that you received from
2 May 1997 forward?

3 A. This is -- May of '97?

4 Q. Right. Anytime from May '97 onward, are
5 there any addition- -- are there more AT&T charges
6 after that?

7 A. Did we do any of these -- May of '97 --

8 Q. And if there's some period of time at which
9 you just know that it's not at issue, you don't need
10 to look at every bill if you're satisfied.

11 A. Right. What did I have on that -- when did
12 I stop on the slam bill? Was it May or April of
13 '97?

14 Q. April of '97 is the last one you indicated
15 there.

16 A. Okay. I think that's right.

17 Q. Okay. Now, I believe you indicated that you
18 received bill credits on your May '97 bill and your
19 February '98 bill; does that sound correct to you?

20 A. Yes.

21 Q. Can we go back -- and I believe you probably
22 already testified to this, but just to kind of do

1 all the numbers at once -- can you go back and give
2 me the credit amounts from those two bills? First
3 the May 1997 credit, please.

4 A. Can I see those?

5 JUDGE MORAN: You want to see your sheets, these
6 exhibits?

7 MS. HELEN CRAWLEY: Yes.

8 JUDGE MORAN: Okay, sure.

9 MS. HELEN CRAWLEY: You want to see what happened
10 in May of 1997, you said?

11 BY MR. KERBER:

12 Q. May 199- -- yeah, the credit in May 1997.
13 And I don't have any problem with you referring to
14 those; but my preference, if you've got it, would be
15 to take the credit amount right off the bill,
16 please.

17 I mean, there could be a typo or
18 whatever, but -- just so we don't have any
19 questions.

20 JUDGE MORAN: That might be best, Ms. Crawley, if
21 you take your bills.

22 MS. HELEN CRAWLEY: May 4th, 1997. What's your

1 question?

2 BY MR. KERBER:

3 Q. The credit amount -- the total credit
4 amount?

5 A. \$789.22 in credit.

6 Q. Okay. And then with respect to the February
7 '98 bill, same question.

8 What is the credit amount that appears on
9 that bill?

10 A. There was an adjustment of -- \$4,098.12
11 credit on adjustment.

12 Q. A credit -- a credit adjustment?

13 A. Right.

14 Q. That is to say --

15 A. Well, they have it -- see, one thing I
16 noticed about your phone bills here, you have
17 previous bill -- your lineup is previous bill;
18 payment -- payment, thank you; adjustments; past due
19 amount; current charges; and a total amount due.

20 Now, in May of 1997, I noticed that you
21 have a current charge, 520.83 is the credit, okay?
22 Of -- then and the credit you gave me in 1998, you

1 called it adjustment. You started calling them
2 adjustments. I don't know --

3 Q. Okay. But the amount of the credit entry
4 was \$4,098.12; is that correct?

5 A. Yes, sir.

6 Q. Okay.

7 A. Is there a different -- may I ask a
8 question?

9 JUDGE MORAN: Mr. Kerber is an attorney, so he
10 can't really testify; but if you have a question,
11 you can put it to Ameritech's witness when she
12 testifies, okay?

13 MS. HELEN CRAWLEY: Okay. Is there a difference
14 between -- I saw that you --

15 MR. KERBER: Just for flow, actually, I wouldn't
16 have any objection to --

17 JUDGE MORAN: Okay, fine.

18 MR. KERBER: -- our witness handling this
19 question right now --

20 JUDGE MORAN: All right. That's fine.

21 MR. KERBER: -- because I'm --

22 JUDGE MORAN: It's certainly not --

1 MR. KERBER: I'm mulling whether I'm going to put
2 her on or not.

3 JUDGE MORAN: Okay. Fine. Yes, that's all
4 right.

5 Okay. Ms. Crawley, you can put your
6 question out there.

7 MS. HELEN CRAWLEY: Okay. What's the difference
8 here? You got an adjustment of the bill, you got --
9 in your heading of your telephone bills, straight
10 across, you show an -- under adjustment, you show a
11 credit of 498.12 (sic) credit adjustment.

12 Then when they gave me the current
13 charges, which -- which I was told that the cash
14 money that we paid on slam bills -- that's 789.22 --
15 they took the May bill, they showed a credit of -- a
16 521.83 credit on the current charges.

17 Why did they apply it like that?

18 MR. KERBER: Can you show her the bill so she --

19 MS. HELEN CRAWLEY: Why was it like that? What's
20 the difference?

21 JUDGE MORAN: Are you saying what's the
22 difference between a credit and an adjustment?

1 MS. HELEN CRAWLEY: No, they -- they all (sic)
2 credits. One was under the adjustment column.
3 JUDGE MORAN: Oh, I see.
4 MS. HELEN CRAWLEY: And one was under the --
5 \$4000.98 (sic), it was under here, credited under
6 here (indicating).
7 JUDGE MORAN: I see.
8 MS. HELEN CRAWLEY: The 521 was on the current
9 charges credit.
10 JUDGE MORAN: I see.
11 MS. HELEN CRAWLEY: My question is that why --
12 JUDGE MORAN: Why it goes under one category or
13 another.
14 MS. HELEN CRAWLEY: Because they said I
15 couldn't -- I was telling them it was cash and they
16 disputed months of it. They said I could apply our
17 months -- April, May, and June bills and they was
18 cutting our phones off for that.
19 JUDGE MORAN: Okay.
20 MR. KERBER: Okay. I think she's -- I think
21 Ms. Morelon's got --
22 MS. FELECIA MORELON: I'm just taking a second to

1 look at this one. I looked at this one.

2 Okay. On this bill, which is your bill
3 dated May 4th of 1997, the \$730.76 credit that you
4 received for US Billing was applied to your current
5 charges and that's why you're showing this amount as
6 being a credit.

7 However, it -- this -- this credit did
8 reduce this amount (indicating). I'm sorry. I want
9 to -- I want to be sure that you understand this
10 because I know what I'm looking at in our
11 terminology.

12 JUDGE MORAN: You know what, maybe it would be
13 better if you would come around and stand next
14 to her. That way --

15 MS. HELEN CRAWLEY: No, I understand. I'm
16 looking at my sheet here and I understand.

17 JUDGE MORAN: Oh, okay. So you've got something
18 to follow.

19 MS. FELECIA MORELON: Excuse me, Ms. Crawley, I
20 just want to be sure that I explain this to you
21 properly. On your May 4th bill -- and you have a
22 copy of this so you can follow along with me or do

1 you want me to --

2 MS. HELEN CRAWLEY: No, I know it in my sleep.

3 MS. FELECIA MORELON: You received a credit for

4 \$730.76 -- I'm sorry, \$789.22, I beg your pardon --

5 because your taxes are included in that. That was

6 applied to your previous balance of \$5,345.87. That

7 amount was also applied to your current charges.

8 That's why you see the credit. You still owed

9 monies, but this is just the way that we showed it

10 on the bill.

11 MS. HELEN CRAWLEY: Okay. Why did you choose

12 that column that's using the current charges instead

13 of putting it in adjustments?

14 MS. FELECIA MORELON: Because that's where the

15 money was applied. That was your outstanding

16 balance.

17 MS. HELEN CRAWLEY: Okay. What's the

18 difference -- my question is then, then why -- you

19 used that 498 (sic) in the adjustment column when

20 you made that credit. What the difference (sic) in

21 the credits? Why is there two different -- why is

22 the credits are different (sic)? What's -- what --

1 MS. FELECIA MORELON: The reason this is shown as
2 being this way is because of the way the adjustment
3 or credit was processed. This was actually
4 recoured by Ameritech to the carrier.

5 In other words, we took the amount off of
6 your bill; we sent that information to the carrier;
7 they, in turn, came back to us and told us to credit
8 your account for the \$789.22.

9 MS. HELEN CRAWLEY: I'm sorry. Let me go back.

10 MS. FELECIA MORELON: That's fine.

11 MS. HELEN CRAWLEY: Who is the carrier?

12 MS. FELECIA MORELON: USBI.

13 MS. HELEN CRAWLEY: So USBI told you all to
14 credit my account for 789.22, so you put it on the
15 current charges.

16 MS. FELECIA MORELON: Yes.

17 MS. HELEN CRAWLEY: Then, tell me, who told you
18 to take the 498 (sic) off?

19 MS. FELECIA MORELON: The 4098.12 that you
20 received credit for, you told us that. You said you
21 were slammed. You were slammed in 1996, as well as
22 in 1997. The service center, because this had been

1 going on for so long, rather than recourse the
2 charges to the carrier and have to wait the amount
3 of time that you had to wait for that adjustment,
4 the service center actually went in and physically
5 made the adjustment.

6 So in other words, the business office,
7 Ameritech made the adjustment. That's why you see
8 it in that column. And we, in turn, went to USBI
9 and disputed the charges. We took the charges off
10 of your bill. We didn't want to wait any longer
11 while you went through the process, which may have
12 taken anywhere from two to three billing cycles,
13 depending upon the carrier.

14 So, I'm --

15 MS. HELEN CRAWLEY: When is a billing cycle? Two
16 or three billing cycles, when is that?

17 MS. FELECIA MORELON: Your monthly -- your
18 monthly billing statement. Your bill is processed
19 on the 4th of the month every month. From the time
20 your bill is processed to the time that it's due,
21 that is a billing cycle.

22 MS. HELEN CRAWLEY: Okay. That's a three or

1 four -- so you all did not want to wait three to
2 four months.

3 MS. FELECIA MORELON: We did not want you to
4 wait --

5 MS. HELEN CRAWLEY: Three or four months --

6 MS. FELECIA MORELON: -- to get your credit.

7 MS. HELEN CRAWLEY: And that month of -- that --
8 '98 of --

9 MS. FELECIA MORELON: Probably more like two to
10 three months, it generally doesn't take that long.

11 MS. HELEN CRAWLEY: Okay. That was in February
12 of '98 you stated that -- you're stating that
13 because you didn't want to wait us -- wait for two
14 or three more billing cycles to dispute this bill,
15 again, with whoever this company, USBI, so you all
16 just went over and did an adjustment.

17 MS. FELECIA MORELON: Yes, ma'am.

18 MS. HELEN CRAWLEY: But in May of '97, USBI
19 agreed that this was a slam and they gave you
20 \$789.22 credit. They agreed that it was a slam for
21 789.22 only. That's what you're saying?

22 MS. FELECIA MORELON: No.

1 MS. HELEN CRAWLEY: Okay. I don't know. My
2 point here is that -- I just want to try and
3 understand it, because I'm terribly confused here.

4 This 789.22, you all recognized it was
5 the slam on this bill; but my records showing it was
6 in March the 24th of '97 you all recognized it was a
7 slam. And at that time, you gave us a credit of
8 \$789.22 and you did not -- and you applied part of
9 it to my May bill and put it on the current charge
10 adjustment. Is that true? Is that cash money that
11 I had paid on the slam?

12 MS. FELECIA MORELON: No.

13 MS. HELEN CRAWLEY: Is that the reason why they
14 put that on the current charges --

15 MS. FELECIA MORELON: No.

16 MS. HELEN CRAWLEY: -- instead of -- not charges.

17 MS. FELECIA MORELON: You actually didn't pay
18 anything on the carrier charges. What you've been
19 paying on is your Ameritech charges. We knew that
20 you were disputing those charges, so none of that
21 monies was (sic) was applied to the amounts that you
22 disputed.

1 You technically did not get -- you
2 didn't -- since you didn't pay the carrier charges,
3 you were not given the credits. But we do have to
4 show for accounting purposes a way of taking the
5 money off of your bill, and that's -- this is the
6 way that we do it.

7 But you aren't actually due any cash
8 money back in your pocket because the monies you
9 paid were towards your Ameritech charges, not
10 towards long-distance charges. We didn't bill you
11 for those.

12 MS. HELEN CRAWLEY: Okay. Then two things, so
13 the money paid was -- I wasn't expecting cash money
14 back. You said -- I shouldn't expect cash money, it
15 should be applied to my telephone bills.

16 MS. FELECIA MORELON: That's right.

17 MS. HELEN CRAWLEY: The second part is that if
18 I -- if I -- what is it, US Billing recognizes --
19 they recognized that they slammed me and you all
20 recognized that they slammed me in '97, why was --
21 why you all had (sic) to go back and argue with them
22 again for them to put the \$4,098.12?

1 I think you understand.

2 MS. FELECIA MORELON: Yes, I do understand. I
3 don't know why the process failed for the remaining
4 balance of your carrier charges. But what we do in
5 a case like this -- because when we're dealing with
6 other companies, we cannot rush their process. We
7 are governed by what they tell us.

8 But you, as our customer, so that you're
9 not inconvenienced, we will adjust the charges off
10 the bill and we will wait on the carrier to do their
11 investigation. These are very large companies,
12 Ameritech as well as these carriers. That's why I
13 told you we allow two to three billing cycles for
14 these adjustments to be processed.

15 But, there are times, unfortunately,
16 where it may take longer than that; and if it does,
17 and if it's something that's been carrying for a
18 long time, we will adjust those charges and we will,
19 in turn, deal with the carrier.

20 MS. HELEN CRAWLEY: Okay. I just want to state
21 for the record that during that period when we got
22 on the phone -- we didn't keep all the detailed

1 records of -- between the month of December,
2 January, and February and up to March, Ameritech
3 people -- representatives was on the phone with
4 us -- okay, okay, they said they would take these
5 credits off our bill -- these bills here because we
6 paid direct.

7 You know, so I just wanted to put that on
8 the record. I'm sorry, we can go back.

9 MR. KERBER: All right, back to cross, I guess.

10 JUDGE MORAN: Yes. All right.

11 BY MR. KERBER:

12 Q. I just want to go back and recap then.

13 With respect to US Billing, would you
14 agree then, that when we went through your bills in
15 cross-examination just a few minutes ago that we
16 identified US Billing charges on your September,
17 October, November, and December of 1996 bills and
18 also on your January of 1997 bill?

19 A. What's on your bills -- and I reported to
20 you what I have on paper.

21 JUDGE MORAN: I think he's just trying to recap
22 that.

1 BY MR. KERBER:

2 Q. I'm just trying to recap where we just were.
3 Just a few minutes ago, basically, we identified USB
4 charges on your September '96 through January '97
5 bills; correct?

6 A. (Nodding.)

7 Q. We didn't identify any before September of
8 '96; did we?

9 A. I don't -- you know, if you have it --

10 Q. As far as you -- well, I'm just going from
11 my notes. Does that sound right to you?

12 The record will reflect it if I'm wrong.

13 JUDGE MORAN: We can read the record, right.

14 BY MR. KERBER:

15 Q. I don't believe we identified any after
16 January of 1997, correct, subject to check?

17 A. Right.

18 Q. Those amounts -- let me read the amounts as
19 I took them down and then just finish with a
20 question.

21 As I recorded the amounts, at least by
22 hand, here obviously subject to check on the

1 transcript, I have them as September of 1996,
2 \$203.57 -- you might want to just jot these down as
3 I go.

4 JUDGE MORAN: Yeah, these are from the -- US
5 Billing.

6 MR. KERBER: From US Billing.

7 JUDGE MORAN: Do you have any paper? Why don't
8 you take that yellow paper, then you'll be able to
9 recognize it as different.

10 MR. KERBER: It won't disappear into the pile.

11 MS. HELEN CRAWLEY: Thank you.

12 MR. KERBER: Or if it does disappear into the
13 pile, it will be easier -- that's why lawyers use
14 yellow paper.

15 MS. HELEN CRAWLEY: Thank you. Okay, this is
16 1996.

17 BY MR. KERBER:

18 Q. 1996, I have September, \$203.57.

19 A. September 203 --

20 Q. 57.

21 A. Okay.

22 Q. October, \$738.84?

1 A. 84?

2 Q. November, \$819.35?

3 A. 819 --

4 Q. 819.35.

5 A. Right.

6 Q. December, \$1,149.69; and then January of

7 1997, 737.13.

8 A. 737.13?

9 Q. 13, right.

10 A. I should have been a lawyer.

11 Q. And if you'll add those quickly. Would you

12 accept, subject to check -- or do your own

13 calculations, whichever you prefer.

14 A. Well, you can tell me what you've got.

15 Q. I've got \$3,648.58.

16 A. 3648 --

17 Q. 58.

18 A. 58, right.

19 Q. Okay. For AT&T -- again, this is just

20 recapping it. If I'm incorrect on any of this, the

21 record will reflect it; but would you accept,

22 subject to check, that we identified AT&T billings

1 for your month -- for your bills for the months from
2 December of 1996 through April of 1997 -- and just
3 to -- let me go through the amounts again. And
4 again, this would be subject to check, we can check
5 the transcript afterward if we need to.

6 But I have the following amounts: For
7 December of '96, \$162.66; for January of 1997,
8 \$194.96; for February of 1997, \$251; for March of
9 1997, \$391.61; and for April of 1997, \$179.82.

10 Would you -- you can either calculate on
11 your own, or would you accept, subject to check,
12 that that total is going to be \$1180.05?

13 A. Okay.

14 Q. And then that the total of the USB and AT&T
15 bills together would be \$4,828.63?

16 A. 4000 and what?

17 Q. 828.63.

18 A. 828.63.

19 Q. Right.

20 I believe you testified that you had a
21 credit of \$789.22 on your May '97 bill?

22 A. Okay.

1 Q. I believe you also testified that you had a
2 credit amount of \$4,098.12 on your February of 1998
3 bill. I hope I said May of '97 previously; if I
4 didn't, that's what it should have been.

5 Is -- are those two -- do those two
6 amounts together total \$4,887.34? Would you at
7 least accept that, subject to check?

8 A. Which one is the --

9 Q. The total credit is \$4,887.34.

10 A. Uh-huh, that was a credit for -- that was
11 the 12 -- 298 (sic), right?

12 Q. The -- well, the 5/97 and the 2/98 together
13 would be 4887.34.

14 A. I'm sorry. I'm sorry.

15 Q. Okay. I'll back up. The 5/97 credit is
16 789.22.

17 A. Oh, I'm sorry. May of '97.

18 Q. May of '97, right. Then February of '98 --

19 A. Wait, May of '97 was 789.22.

20 Q. 789.22. February of 1998 would be
21 \$4,098.12; is that correct?

22 A. Uh-huh.

1 Q. And would you accept, subject to check, that
2 the total of those credits is 4887.34?
3 A. 48- -- what again?
4 Q. \$87.34.
5 JUDGE MORAN: Ms. Crawley, you have a calculator
6 there. Feel free to use it.
7 MR. KERBER: Yeah, if you want -- again, since
8 the basic amounts all went in the record
9 individually, I think we can all -- you know, if we
10 need to add and subtract, whatever --
11 JUDGE MORAN: I know. But if she feels more
12 comfortable --
13 MR. KERBER: Sure.
14 JUDGE MORAN: -- she's got one right in her hand.
15 MR. KERBER: Absolutely.
16 MS. HELEN CRAWLEY: The 789.22 plus 4098.12, that
17 came up to 4887.34. Is that what you came up with?
18 MR. KERBER: Right.
19 JUDGE MORAN: Yes.
20 MS. HELEN CRAWLEY: Okay.
21 BY MR. KERBER:
22 Q. That amount is actually greater than the

1 total of the USB and AT&T bills that we identified;
2 is it not?

3 A. Yes. But is interest and penalties --
4 interest and penalties and all that other stuff --

5 Q. There are, in addition, late payment
6 charges, correct.

7 MR. KERBER: Can we go off the record for a
8 second?

9 JUDGE MORAN: Sure.

10 (Discussion off the record.)

11 JUDGE MORAN: We're back on the record.

12 And

13 Mr. Kerber, if you want to make a --

14 MR. KERBER: Ms. Hearing Examiner Moran, in the
15 course of Ms. Crawley's direct and
16 cross-examination, we were able to identify some
17 issues that led us to believe that perhaps with some
18 additional discussion between the parties it may
19 still be possible to resolve this matter.

20 And in a discussion off the record, I
21 think we've mutually agreed that we would all like
22 to continue this matter for perhaps two or three

1 weeks. We'll have to see what people's schedules
2 look like --

3 JUDGE MORAN: Okay.

4 MR. KERBER: -- and make an attempt to resolve
5 it.

6 And if that can't be done, then we could
7 reconvene at that point and complete the record.

8 JUDGE MORAN: Okay. We may have -- do you have a
9 calendar here?

10 MS. JORGENSEN: Can I see your calendar for a
11 minute? I'm just going to tell you that on the 14th
12 I'm doing arbitration.

13 MR. KERBER: And when are you leaving?

14 MS. JORGENSEN: I'm leaving the 22nd and I'll be
15 back the 8th.

16 JUDGE MORAN: Okay. The 14th is a Friday. I'm
17 leaving the 22nd also. Why don't we go into August
18 if you guys can, because July is so bad for me.

19 How about -- well, how about the 9th,
20 August 9th?

21 MS. FELECIA MORELON: Let me check.

22 JUDGE MORAN: Okay. Everybody check their

1 calendars.

2 And you check your calendar also,

3 Ms. Crawley.

4 MS. HELEN CRAWLEY: I didn't bring it with me.

5 MS. FELECIA MORELON: The 9th would be okay.

6 JUDGE MORAN: The 9th would be okay?

7 MS. FELECIA MORELON: It would be fine for me.

8 MS. HELEN CRAWLEY: What day is that?

9 MS. FELECIA MORELON: That is on a Wednesday.

10 MS. HELEN CRAWLEY: I don't think I'm scheduled

11 for August -- the first part of August, I don't

12 think. The first part of August I'm open.

13 JUDGE MORAN: Okay. Great.

14 MS. HELEN CRAWLEY: September I'm crazy, but not

15 August.

16 JUDGE MORAN: Okay.

17 MR. KERBER: 10:00 a.m.?

18 JUDGE MORAN: Then we'll continue this case to

19 August 9th, 2000, at 10:00 a.m.

20 MR. KERBER: Thank you.

21 JUDGE MORAN: Thank you.

22 MS. HELEN CRAWLEY: I appreciate you being

1 patient with me.

2 JUDGE MORAN: Sure.

3 (Whereupon, further proceedings
4 in the above -entitled matter
5 were continued to August 9, 2000,
6 at 10:00 a.m.)

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1 CERTIFICATE OF REPORTER

2 STATE OF ILLINOIS)
)
3 COUNTY OF WILL)
)
4 CASE NO. 00-0031)

5 TITLE: C&L Petroleum Company/Deborah Crawley -vs-
Illinois Bell Telephone Company (Ameritech
6 Illinois.)

7 I, Christine L. Kowalski do hereby certify that
8 I am a court reporter contracted by SULLIVAN
9 REPORTING COMPANY, of Chicago, Illinois; that I
10 reported in shorthand the evidence taken and the
11 proceedings had in the hearing on the above -entitled
12 case on the 6th day of July A.D. 2000; that the
13 foregoing 88 pages are a true and correct transcript
14 of my shorthand notes so taken as aforesaid, and
15 contains all the proceedings directed by the
16 Commission or other person authorized by it to
17 conduct the said hearing to be stenographically
18 reported.

19 Dated at Chicago, Illinois, this 7th day
20 of August A.D. 2000.

21

22 REPORTER